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June 23, 2001

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BY OVERNIGHT, EXPRESS MAIL

Ms. Magalie R. Salas
Secretary
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554

WorldCom, Cox, and AT&T ads. Verizon
CC Docket Nos. 00-218, 00-249, and 00-251

Dear Ms. Salas:

Enclosed for filing on behalf of Verizon, WorldCom, Cox, and AT&T, please find four copies of the Parties' Joint Decision Point List.

As you will see, there are separate documents or volumes for each subject matter:

JDPL I (UNE Pricing) (2 pages)
JDPL II (NRCs) (2 pages)
JDPL III (Network Architecture) (195 pages)
JDPL IV (Intercarrier Compensation) (25 pages)
JDPL V (UNE Issues) (189 pages)
JDPL VI (Rights of Way) (46 pages)
JDPL VII (Pricing Terms and Conditions) (56 pages)
JDPL VIII (Resale) (15 pages)
JDPL IX (Security Requirements) (4 pages)
JDPL X (Business Process Requirements) (49 pages)
JDPL XI (Terms and Conditions) (113 pages)
JDPL XII (Performance Metrics) (3 pages)
JDPL XIII (Miscellaneous) (13 pages)

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List A B C D E



Ms. Magalie R. Salas
June 23, 2001
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Also enclosed is a diskette containing the electronic files for these documents. In addition, electronic files were provided by e-mail to John Stanley and Jeff Dygert yesterday. Please do not hesitate to call me with any questions.

Sincerely,

A handwritten signature in cursive script, reading "Kelly L. Faglioni".

Kelly L. Faglioni
Counsel for Verizon

KLF/ar
Enclosures

cc: Dorothy T. Attwood, Chief, Common Carrier Bureau (8 copies) (by overnight, express mail)

Jeffery Dygert, Assistant Bureau Chief (w/o enclosures)

Katherine Farroba, Deputy Chief, Policy and Planning Division (w/o enclosures)

Allen Friefeld, counsel for WorldCom (by overnight, express mail)

Mark A. Keffer, counsel for AT&T (by overnight, express mail)

J.G. Harrington, counsel for Cox (by overnight, express mail)

JOINT DECISION POINT LIST I

(UNE PRICING)

WorldCom, Cox, AT&T ads. Verizon
(Docket Nos. 00-218, 00-249, and 00-251)

ISSUE NUMBERING KEY:

- Category I: (1) unique to Cox or common to (2) Cox and **WorldCom**, (3) Cox and *AT&T*, or (4) all Petitioners
 Category II: common to **WorldCom** and *AT&T* (pricing/costing)
 Category III: common to **WorldCom** and *AT&T* (non-pricing/non-cost)
 Category IV: unique to WorldCom
 Category V: unique to AT&T
 Category VI: Verizon supplemental issues with WorldCom
 Category VII: Verizon supplement issues with AT&T

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY:

WorldCom (bold)

Cox (underline text)

AT&T (italic)

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
UNE Pricing					
II-1	Should Verizon be required to reduce recurring rates for certain Unbundled Network Elements ("UNEs")?	The proposed rates will be filed when Model runs are filed with the Commission.	The rates currently in effect exceed TELRIC levels by a substantial margin. The current rates were decided in a Virginia State Commission proceeding opened at the beginning of 1997 to address UNE rates Bell Atlantic proposed in 1996.	The recurring and non-recurring rates will be set forth in a Schedule to the Interconnection Agreement.	This Commission should not in this proceeding re-set prices established by the Virginia Commission in April 1999. In compliance with this Commission's scheduling orders, however, Verizon VA will propose prices and explain its cost methodology in its July 2, 2001 and July 19, 2001 filings.
II-1-a	What is the relevant economic standard for setting the prices of the unbundled network elements and interconnection that Verizon is		The Commission's TELRIC standard must be applied.	See response to Issue II-1	See response to Issue II-1

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
	required to provide CLECs?				
II-1-b	Which cost models or studies in this proceeding provide the best framework for estimating the recurring costs of network elements and interconnection provided by Verizon?		The Commission's Synthesis Model, appropriately adjusted to produce costs for individual UNEs, provides the best framework for developing UNE rates.	See response to Issue II-1	See response to Issue II-1
II-1-c	What cost assumptions and inputs (e.g., cost of capital, depreciation lives, fill factors, switching equipment prices, network architecture, cable sizes, input units costs) should be used to estimate the recurring costs of network elements and interconnection provided by Verizon?		The inputs to be used in developing UNE costs will be provided with the model runs.	See response to Issue II-1	See response to Issue II-1
II-1-d	What rate schedules should be established for each network element and interconnection service provided by Verizon, including an appropriate measure of deaveraging for customer density and other cost determinants?		The deaveraged costs of the UNEs will be provided when Model runs are submitted.	See response to Issue II-1	See response to Issue II-1

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

JOINT DECISION POINT LIST II

(NRCs)

WorldCom, Cox, AT&T ads. Verizon
(Docket Nos. 00-218, 00-249, and 00-251)

ISSUE NUMBERING KEY:

- Category I: (1) unique to Cox or common to (2) Cox and **WorldCom**, (3) Cox and *AT&T*, or (4) all Petitioners
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 Category III: common to **WorldCom** and *AT&T* (non-pricing/non-cost)
 Category IV: unique to WorldCom
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KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY:

WorldCom (bold)

Cox (underline text)

AT&T (italic)

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
			NRCs		
II-2	What are the proper non-recurring charges, particularly for Unbundled Network Element Platform ("UNE-P") provisioning in the case of conversions or migrations of existing Verizon customers?	The proper NRCs will be provided when Model runs are submitted.	NRCs must be established based upon the TELRIC principles adopted by the Commission. Thus, NRCs should reflect efficient, highly mechanized OSS processes with minimal manual intervention.	See response to Issue II-1	See response to Issue II-1
II-2-a	What is the relevant economic standard for establishing nonrecurring charges applicable to CLECs ordering unbundled network elements and interconnection from Verizon?		NRCs must reflect the Commission's TELRIC principles.	See response to Issue II-1	See response to Issue II-1
II-2-b	Which cost models in this proceeding provide the best framework for		The NRCM to be submitted by AT&T and WorldCom reflects the	See response to Issue II-1	See response to Issue II-1

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
	estimating the nonrecurring costs of network elements and interconnection provided by Verizon?		degree of mechanization appropriate in a forward-looking model. Where manual intervention is required, the model appropriately develops the task times and occurrence factors for each manual intervention.		
II-2-c	What cost assumptions and inputs (e.g., ratio of copper/fiber feeder, fallout rates, central office task times, treatment of disconnection costs, coordination requirements, need for truck rolls) should be used to estimate the recurring costs of network elements and interconnection provided by Verizon?		The inputs associated with forward looking fulfillment of UNE orders will be provided when the NRC Model is filed. As an initial matter, it is clear that the fallout ratio associated with UNE-P orders should not exceed 2% and that in a forward looking environment coordination costs will be minimal.	See response to Issue II-1	See response to Issue II-1
II-2-d	What rate schedules should be established for each network element and interconnection service provided by Verizon, including an appropriate measure of deaveraging for customer density and other cost determinants?		The proposed rates will be provided when Model runs are submitted.	See response to Issue II-1	See response to Issue II-1

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JOINT DECISION POINT LIST III

(NETWORK ARCHITECTURE)

WorldCom, Cox, AT&T ads. Verizon
(Docket Nos. 00-218, 00-249, and 00-251)

ISSUE NUMBERING KEY:

Category I: (1) unique to Cox or common to (2) Cox and **WorldCom**, (3) Cox and *AT&T*, or (4) all Petitioners
Category II: common to **WorldCom** and *AT&T* (pricing/costing)
Category III: common to **WorldCom** and *AT&T* (non-pricing/non-cost)
Category IV: unique to WorldCom
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Category VI: Verizon supplemental issues with WorldCom
Category VII: Verizon supplement issues with AT&T

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY:

WorldCom (bold)
Cox (underline text)
AT&T (italic)

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
Network Architecture					
I-1	Does WorldCom, as the requesting carrier, have the right pursuant to the Act, the FCC's Local Competition Order, and FCC regulations, to designate the network point (or points) of interconnection at any technically feasible point, including a single POI per LATA? May Verizon impose multiple points of interconnection or shift to WorldCom the financial	Attachment IV, Section 1.1 through 1.1.3.3; Section 1.3 through 1.3.2: 1.1 Network Interconnection Methods 1.1.1 Upon request by MCIm, Verizon shall provide Interconnection for the facilities and equipment of MCIm with Verizon's network for the transmission and routing of	WorldCom, as the requesting carrier, has the right to designate the network point (or points) of interconnection at any technically feasible point, including a single POI per LATA. Texas 271 Order. Verizon cannot reduce reciprocal compensation payments made to WorldCom because WorldCom has exercised that right. Kansas/Oklahoma 271 Order.	1. General Each Party ("Providing Party") shall provide to the other Party, in accordance with this Agreement and Applicable Law, interconnection with the Providing Party's network for the transmission and routing of Telephone Exchange Service and Exchange Access.	The issue is not whether the Petitioners have the right to designate their points of interconnection ("POIs") with Verizon's network. Verizon is not attempting to make that designation. The issue is whether the Petitioners are financially responsible for bearing the costs of their decision. Verizon should not be forced to subsidize the Petitioners' cost of interconnection as well as their network design choices. When a

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
	<p>responsibility to transport Verizon's originating traffic?</p> <p><u>Verizon may not, through its designations of interconnection points or by discounting the compensation it owes Cox, require Cox to pay for Verizon's delivery of Verizon's traffic to Cox's network.</u></p> <p><i>Point of Interconnection Should each Party be financially responsible for all of the costs associated with its originating traffic that terminates on the other Parties' network; regardless of the location and/or number of points of interconnection, as long as there is at least one Point of Interconnection per LATA?</i></p>	<p>Telephone Exchange Service and Exchange Access at any Technically Feasible point within Verizon's network. The Interconnection must be at least equal in quality to that provided by Verizon to itself, any Verizon subsidiary, Verizon Affiliate, or any third party to which Verizon provides Interconnection. Verizon shall provide Interconnection on rates, terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms and conditions of this Agreement and the requirements of the Act.</p> <p>1.1.2 Verizon shall provide Interconnection at any Technically Feasible point, by any Technically Feasible means, including, but not limited to, a Fiber Meet, at one or more locations in each LATA in which MCI_m originates local, intraLATA toll, or Meet Point Switched Access traffic and interconnects with Verizon.</p> <p>1.1.3 If MCI_m determines to establish new, or change existing, Interconnection arrangements with Verizon, it will provide written notice of the need to establish or change such Interconnection with Verizon.</p> <p>1.1.3.1 MCI_m will designate the</p>	<p>Verizon cannot impose transport costs on WorldCom for traffic which originates on Verizon's network. 47 CFR 51.703 (b).</p> <p>WorldCom is entitled to design its network in the most efficient manner it can; it is not required to mimic Verizon's architecture, which is the effect created by Verizon's GRIPs proposal. Local Competition Order.</p> <p>WorldCom cannot be compelled to establish multiple points of interconnection; nor can Verizon impose the financial equivalent of a multiple POI regime, which is what Verizon's GRIPs proposal represents.</p> <p>The FCC has established the principle that co-carriers are responsible for delivering their originating traffic all the way to the network of the other co-carrier. WorldCom's interconnection proposal is consistent with this principle; Verizon's is not.</p> <p><u>POSITION:</u></p> <p>• <u>The nationwide switched network should be used to maximize effectiveness and efficiency for the benefit of all customers, and Cox should not be forced to build</u></p>	<p>2. Points of Interconnection (POI) and Trunk Types</p> <p>2.1 <u>Points of Interconnection ("POI").</u></p> <p>2.1.1 As and to the extent required by Section 251 of the Act, the Parties shall provide interconnection of their networks at any technically feasible point as specified in this Agreement. To the extent the originating Party's POI is not located at the terminating Party's relevant Interconnection Point ("IP"), the originating Party is responsible for transporting its traffic from it's POI to the terminating Party's relevant IP.</p> <p>2.1.2 CLEC may specify any of the following methods for interconnection with Verizon:</p> <p>2.1.2.1 a Collocation node **CLEC has established at the Verizon-IP pursuant to the Collocation Attachment; and/or</p> <p>2.1.2.2 a Collocation node that has been established separately at the Verizon-IP by a third party with whom</p>	<p>Petitioner chooses to locate its only POI in a LATA, the Petitioner should be financially responsible for hauling the Verizon-originated call to the distant POI when that call leaves the local calling area. This is consistent with the Commission's prior rulings, the federal case law, and recent State Commission decisions on this issue. As a result of this disparity, the Commission should adopt Verizon's VGRIP proposal that Verizon has developed as a compromise. The Petitioners should not be permitted to foist upon Verizon the cost of their business decisions while simultaneously encouraging inefficient behavior.</p>

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: WorldCom (bold); Cox (underline text); AT&T (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
		<p>point or points of Interconnection and determine the method or methods by which the Parties interconnect.</p> <p>1.1.3.2 MCIm will determine the appropriate sizing for Interconnection facilities based on mutual forecasts.</p> <p>1.1.3.3 MCIm will designate Points of Interconnection (POI) demarcating the Parties' networks for purposes of maintenance and provisioning. Verizon will be responsible for engineering and maintaining its network on its side of the POI. MCIm will be responsible for engineering and maintaining its network on its side of the POI. "Point of Interconnection" is the physical point of Interconnection that establishes the technical interface, test point, and operational responsibility hand off between the Parties for the local Interconnection of their networks.</p> <p>1.3 Local Interconnection Trunking Arrangements</p> <p>1.3.1 LATA Wide Terminating Interconnection. MCIm may elect LATA Wide Terminating Interconnection with Verizon. Under such an arrangement, the</p>	<p>duplicative and wasteful facilities solely to reduce Verizon's costs.</p> <p>• The "geographically relevant interconnection points" proposed by Verizon represent an attempt to limit the transportation costs that Verizon should bear in delivering its traffic to Cox, and Cox should not be forced to bear inappropriately the costs of facilities used by Verizon in the delivery of its traffic to Cox's network.</p> <p>• While not required by law to do so, Cox has agreed to establish multiple interconnection points at every Verizon switch where Cox interconnects, thus obligating Cox to hand off its traffic to Verizon at Verizon's doorstep.</p> <p>• Verizon insists that it should be permitted, by the imposition of "geographically relevant interconnection points," to hand off its traffic to Cox somewhere well within Verizon's network, far from Cox's doorstep, or alternatively to force Cox to discount the compensation rate that is owed by Verizon for such traffic. Cox bears the costs of all facilities used in the door-to-door delivery of its traffic and believes that Verizon must do the same.</p>	<p>**CLEC has contracted for such purposes; and/or</p> <p>2.1.2.3 an Entrance Facility and transport leased from Verizon (and any necessary multiplexing) pursuant to the applicable Verizon access Tariff, from the **CLEC POI to the Verizon-IP.</p> <p>2.1.3 Verizon may specify any of the following methods for interconnection with **CLEC:</p> <p>2.1.3.1 interconnection at a Collocation node that **CLEC has established at the Verizon-IP pursuant to the Collocation Attachment; and/or</p> <p>2.1.3.2 interconnection at a Collocation node that has been established separately at the Verizon-IP by a third party and that is used by **CLEC; and/or</p> <p>2.1.3.3 a Collocation node or other operationally equivalent arrangement Verizon established at the **CLEC-IP; and/or</p>	

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		<p>Parties will establish Local Interconnection Trunk Groups to a single Verizon Tandem designated by MCI for the termination of all Local Interconnection Traffic destined for any Verizon office in that LATA.</p> <p>1.3.2 Tandem Level Terminating Interconnection. MCI may elect Tandem Level Terminating Interconnection with Verizon. Under such an arrangement, the Parties will establish Local Interconnection Trunk Groups to each Verizon Access Tandem in a LATA in which MCI originates Local Interconnection Traffic and interconnects with Verizon.</p> <p>[Cox proposes to delete Verizon's proposed paragraph 4.2.4.]</p> <p><i>AT&T's proposed Section 4.0 et seq. and Schedule 4, including, but not limited to Schedule 4, parts A & B.</i></p> <p>4.1.2 Points of Interconnection. AT&T establish a POI at any technically feasible point on VZ's network. VZ may establish POI at any mutually agreed to point on AT&T network.</p> <p>4.1.3 Interconnection Points. For the purpose of receiving Local and IntraLATA Toll Traffic, Transit Traffic and Meet Point Traffic from the other Party, the Parties shall</p>	<p>• Under the Act, the originating carrier should bear the expense of transporting its traffic to the other carrier, but Verizon proposes to shift that expense to Cox. Moreover, Cox would be forced to bear higher costs because facilities would have to be constructed than would Verizon who could rely on existing facilities.</p> <p>• Verizon's proposal would unnecessarily interfere with Cox's ability to engineer its network to minimize Cox's costs of serving its customers, whereas Cox's proposal leaves both parties free to engineer their own network to best serve their customers' needs at the lowest possible cost.</p> <p>• Verizon's proposal is inconsistent with the requirements of 47 C.F.R. § 51.703(b), as well as with the obligation of ILECs to make interconnection available at any technically feasible point under Section 251(c)(4) of the Act.</p> <p>• Verizon and Cox should cooperate, through bilateral discussion, in selecting interconnection points that are fair to both in view of both present and future facilities. Under Cox's proposal, each party is fairly compensated for the transport and termination of the traffic originated by the other.</p>	<p>**CLEC-IP ; and/or</p> <p>2.1.3.4 a Collocation node established separately at the **CLEC-IP by a third party with whom Verizon has contracted for such purposes; and/or</p> <p>2.1.3.5 an Entrance Facility leased from **CLEC (and any necessary multiplexing), to the **CLEC-IP.</p> <p>2.2 Trunk Types.</p> <p>2.2.1 In interconnecting their networks pursuant to this Attachment, the Parties' will use, as appropriate, the following separate and distinct trunk groups:</p> <p>2.2.1.1 Local Interconnection Trunks for the transmission and routing of Local Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, and IntraLATA Toll Traffic, between their respective Telephone Exchange Service Customers pursuant to Section 252(c)(2) of the Act, Tandem Transit Traffic,</p>	

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		<p><i>mutually agree to the quantity and location of Interconnection Points ("IPs") that each Party will establish within each respective LATA. In the event that the Parties cannot reach mutual agreement as to the quantity and location of IPs in the LATA, the default shall be either (1) if the number of the VZ tandem locations is greater than the number of AT&T Switch Centers, the location of each AT&T Switch Center and an equal number of VZ tandem locations of VZ's choosing or (2) if the number of AT&T Switch Centers is greater than the number of VZ tandem locations, the location of each VZ tandem and an equal number of AT&T Switch Centers of AT&T's choosing. AT&T Switch Center is any AT&T location having one or more switches used to provide local exchange service. The IPs on AT&T's network from which AT&T will provide transport and termination of traffic to its customers shall be designated as the AT&T-IPs. The IPs on the VZ network from which VZ will provide transport and termination of traffic to its Customers shall be designated as the VZ-IPs. Each Party shall be responsible for delivering its terminating traffic to the other Party's designated IP associated with the terminating IP. AT&T and VZ will have an equal number of IPs. The originating Party shall establish at least one</i></p>	<p><u>DISPUTED ISSUES OF FACT:</u> <u>In this initial submission of the Joint Decision Point List, the parties are unable to list the disputed issues of fact. The parties will furnish a listing of all disputed issues of fact in the revised Joint Decision Point List that is due to be filed one week after discovery responses are due.</u></p> <p><u>ADMISSIONS/ STIPULATIONS:</u> <u>Admissions and stipulations of fact will be addressed by the parties during the discovery stage of this proceeding. Accordingly, the parties will furnish relevant admissions or stipulations of fact in the revised Decision Point List that is due to be filed one week after the completion of discovery.</u></p> <p><i>A CLEC has the right to designate any technically feasible point of interconnection, including a single point of interconnection per LATA. An ILEC cannot compel a CLEC to establish multiple interconnection points, although a CLEC is free to voluntarily agree to multiple points. A LEC cannot assess charges on another LEC for traffic that originates on the LEC's network. A LEC is financially responsible to provide transport for its originating traffic to the other LEC's terminating switch serving the end user.</i></p>	<p>and, Internet Traffic, all in accordance with Sections 5 through 7 of this Attachment;</p> <p>2.2.1.2 Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between **CLEC Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via a Verizon access Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Sections 8 through 10 of this Attachment; and</p> <p>2.2.1.3 Miscellaneous Trunk Groups as mutually agreed to by the Parties, including, but not limited to: (a) choke trunks for traffic congestion and testing; and, (b) untranslated IntraLATA/InterLATA toll free service access code (e.g. 800/888/877) traffic.</p>	

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		<p>interconnection point ("IP") in the LATA. The IP location(s) may be the same, partially the same or completely different than the IP location(s) of the other Party. Each Party will be responsible for providing transport on its side of the IP. In the event that AT&T does not deploy the switch within a LATA, AT&T agrees to provide the transport between a switch in another LATA and a point (i.e., a facility point of presence) within the LATA in which AT&T offers service. Such facility point of presence shall be deemed to be an AT&T Switch Center for the purposes of this Section 4.</p>	<p>switch serving the end user.</p> <p>AT&T may interconnect at any technically feasible point on Verizon's network, including a single Point of Interconnection ("POI") in the LATA, at its discretion. Verizon may interconnection to the AT&T network at each AT&T switch, or other mutually agreed to point. Each Party must be financially responsible to deliver their originating traffic for termination to those selected points, regardless of the location and number of POIs, provided there is at least one POI per LATA. Moreover, each Party has the obligation to compensate the terminating Party for the transport and termination of its originating traffic from the POI to the designated end user via reciprocal compensation rates. AT&T's position on this matter is supported by the law; is equitable to both parties; and, is consistent with the Commission's policy to encourage competition in the provision of local exchange services.</p> <p><i>Sub Issue 1.1.a</i></p> <p>No. It is AT&T's' right to select the locations at which it interconnects with Verizon's network, and it should not be required to establish a point of interconnection for its traffic at a Verizon end office, when the traffic to</p>	<p>2.2.2 Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E911 Trunks; Information Services Trunks) or in other separate agreements between the Parties (e.g., Directory Assistance Trunks, Operator Services Trunks, BLV/BLVI Trunks).</p> <p>2.2.3 Except as otherwise provided in this Agreement, the Parties will mutually agree upon where One Way Local Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two Way Local Interconnection Trunks (trunks with traffic going in both directions) will be deployed.</p> <p>2.2.4 In the event the traffic volume between a Verizon End Office and the **CLEC POI, which is carried by a Final [For NY & CT: Meet Point B/ For all other states: Tandem] Local Interconnection Trunk group, exceeds the CCS busy hour</p>	

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			<i>that end office reaches an arbitrary threshold proposed by Verizon.</i>	<p>equivalent of one (1) DS-1 at any time and/or 200,000 combined minutes of use for a single month: (a) if One-Way Interconnection Trunks are used, the originating Party shall promptly establish [For NY & CT: Meet Point A/For all other states; new End Office] One-Way local Interconnection Trunk groups between the Verizon End Office and the POI; or, (b) if Two-Way Local Interconnection Trunks are used, then **CLEC shall promptly submit an ASR to Verizon to establish [For NY & CT: a new Meet Point A/For all other states: new End Office] Two-Way Local Interconnection Trunk groups between that Verizon End Office and the POI.</p> <p>4.0 <u>INTERCONNECTION AND PHYSICAL ARCHITECTURE</u></p> <p>4.2 <u>Trunk Types and Interconnection Points</u></p> <p>4.2.4 <u>Geographic Relevance.</u> In the event either Party fails to make available a geographically relevant End Office or functional equivalent as</p>	

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				<p>an IP and POI on its network, the other Party may, at any time, request that the first Party establish such additional technically feasible point as an IP and/or POI. Such requests shall be made as a part of the Joint Process established pursuant to subsection 10.1. A "geographically relevant" IP shall mean an IP that is located within the Verizon local calling area of equivalent Verizon end user Customers, but no greater than twenty five (25) miles from the Verizon Rate Center Point of the Verizon NXX serving the equivalent relevant end user Customers, or, with the mutual agreement of the Parties, an existing and currently utilized IP within the LATA but outside the foregoing Verizon local calling area and/or twenty five (25) mile radius. "Equivalent" customers shall mean customers served by either Party and which are assigned telephone numbers in the same Rate Center. If after thirty (30) days following said request such geographically relevant handoffs have not been made available by Cox, Cox shall bill and Verizon shall pay only the End Office Reciprocal Compensation rate for the relevant NXX less Verizon's transport rate from Verizon's originating End Office to Cox-IP.</p> <p>4.2.8 In recognition of the large number and variety of Verizon-IPs</p>	

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				<p><u>available for use by Cox, Cox's ability to select from among those points to minimize the amount of transport it needs to provide or purchase, and the fewer number of Cox-IPs available to Verizon to select from for similar purposes, Cox shall charge Verizon no more than a non-distance sensitive Entrance Facility charge as provided in Exhibit A for the transport of traffic from a Verizon-IP to a Cox-IP in any given LATA.</u></p> <p><i>4.0 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)</i></p> <p><i>The types of Traffic to be exchanged under this Agreement shall be Local Traffic, IntraLATA Toll (and InterLATA Toll, as applicable) Traffic, Tandem Transit Traffic, Meet Point Billing Traffic, and Ancillary Traffic. Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to this Section 4.0 for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic shall be established in accordance with Sections 4.2 and 4.3 below.</i></p> <p>4.1 Scope</p> <p><i>4.1.1 Section 4 describes the</i></p>	

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				<p>architecture for Interconnection of the Parties' facilities and equipment over which the Parties shall configure the following separate and distinct trunk groups:</p> <p><i>Traffic Exchange Trunks for the transmission and routing of terminating Local Traffic, Tandem Transit Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) (hereinafter, 8YY) traffic, IntraLATA Toll Traffic, and, where agreed to between the Parties and as set forth in Subsection 4.2.10 below, InterLATA Toll Traffic between their respective Telephone Exchange Service Customers pursuant to Section 251(c)(2) of the Act, and, Internet Traffic, all in accordance with Section 5 below;</i></p> <p><i>Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated interLATA 8YY traffic, between AT&T Telephone Exchange Service Customers and purchasers of Switched Exchange</i></p>	

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				<p><i>Access Service via a Verizon access Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Section 6 below;</i></p> <p><i><u>Untranslated 8YY Access Toll Connecting Trunks</u> for the transmission and routing of untranslated 8YY traffic from AT&T Telephone Exchange Service Customers to a single Verizon access Tandem as designated by Verizon for translation in accordance with Section 6 below;</i></p> <p><i><u>Information Services Trunks</u> for the transmission and routing of terminating Information Services Traffic in accordance with Section 7 below;</i></p> <p><i><u>911/E911 Trunks</u> for the transmission and routing of terminating E911/911 traffic, in accordance with Section 7 below; and</i></p> <p><i>Other types of trunk groups may be used by the Parties as provided in other Sections of this Agreement or in other separate agreements between the Parties (e.g.,</i></p>	

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				<p>Directory Assistance Trunks, Operator Services Trunks, BLV/BLVI Trunks).</p> <p>4.1.2 Points of Interconnection. As and to the extent required by Section 251 of the Act, the Parties shall provide Interconnection of their networks at any technically feasible point, as described in Section 4.2. To the extent the originating Party's Point of Interconnection ("POI") is not located at the receiving Party's relevant Interconnection Point ("IP"), the originating Party is responsible for transporting its traffic from its POI to the receiving Party's relevant IP.</p> <p>4.1.3 Interconnection Points. Each Party is responsible for delivering its Local Traffic that is to be terminated by the other Party to the other Party's relevant IP. The originating Party will be responsible for providing transport on its side of the other Party's IP and the terminating party will be responsible for providing transport on its side of its IP, and the cost of such transport will be recovered through reciprocal compensation.</p>	

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				<p>4.1.3.1 <i>In the case of Verizon as the receiving Party for Local Traffic delivered by AT&T to Verizon, the geographically-relevant Verizon-IP shall be either:</i></p> <p>(i) <i>the Verizon Tandem subtended by the terminating End Office serving the Verizon Customer; or</i></p> <p>(ii) <i>the Verizon End Office serving the Verizon Customer.</i></p> <p>4.1.3.2 <i>In the case of AT&T as the receiving Party, Verizon may request, and AT&T will then establish, geographically-relevant IPs by establishing an AT&T-IP at a collocation site at each Verizon Tandem in a LATA (or, in the case of a single Tandem LATA, at each Verizon End Office Host; or, in the case of a LATA with no Verizon Tandem, at such other Verizon Wire Center as determined by Verizon) for those (AT&T) NPA-NXX's serving equivalent Verizon Rate Centers which subtend the Verizon Tandem</i></p>	

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				<p>(or, in the case of a single Tandem LATA, at each Verizon End Office Host; or, in the case of a LATA with no Verizon Tandem, at such other Verizon Wire Center as determined by Verizon); provided, however, if Collocation is not available at a particular Verizon Tandem, End Office Host or such other Verizon Wire Center chosen by Verizon, the Parties will negotiate a mutually acceptable AT&T-IP in such case. AT&T shall identify its IPs in writing pursuant to Section 4.4. If AT&T fails to establish a geographically relevant IP as provided herein within a commercially reasonable timeframe, then AT&T shall bill and Verizon shall pay only the Local Call Termination End Office rate as set forth in Exhibit A, less Verizon's monthly recurring rate for unbundled Dedicated Transport from Verizon's originating End Office to the AT&T-IP (for traffic to the relevant NPA-NXX).</p> <p>4.1.3.3 Should either Party offer additional IPs to any</p>	

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				<p><i>Telecommunications Carrier that is not a Party to this Agreement, the other Party may elect to deliver traffic to such IPs for the NPA-NXXs served by those IPs. To the extent that any such AT&T-IP is not located at a Collocation site at a Verizon Tandem (or Verizon End Office Host) or other Verizon End Office, then AT&T shall permit Verizon to establish physical Interconnection at the AT&T-IP, to the extent such physical Interconnection is technically feasible.</i></p> <p>4.1.3.4 <i>At any time that AT&T establishes a Collocation site at a Verizon End Office, then either Party may request that such AT&T Collocation site be established as the AT&T-IP for traffic originated by Verizon Customers served by that End Office. Such request shall be negotiated pursuant to the Joint Grooming Plan process, and approval shall not be unreasonably withheld or delayed. To the extent that the Parties have already implemented network</i></p>	

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				<p><i>Interconnection in a LATA at a point that is not geographically relevant (as that term is described above) or another AT&T-IP, then upon Verizon's request for a geographically relevant AT&T-IP at such End Office Collocation, the Parties shall negotiate a mutually-acceptable transition process and schedule to implement the requested geographically-relevant IPs. If AT&T should fail to establish an IP at an End Office Collocation site pursuant to Verizon's request, or if the Parties have been unable to agree upon a schedule for completing a transition from existing arrangements to geographically-relevant AT&T-IPs or to an End Office Collocation site AT&T-IP within sixty (60) days following Verizon's request, AT&T shall bill and Verizon shall pay the applicable Local Call Termination End Office rate for the relevant NPA-NXX, as set forth in Exhibit A, less Verizon's monthly recurring rate for unbundled Dedicated Transport from</i></p>	

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				<p><i>Verizon's originating End Office to the AT&T-IP.</i></p> <p>4.1.4 <i>Transition To New POI Arrangements. For transition to new POI arrangements pursuant to Section 4.1.3 the Parties may, upon mutual agreement, convert the existing affected Interconnection arrangements and trunks in accordance with the following:</i></p> <p>4.1.4.1 <i>The Parties will mutually develop a transition plan for each LATA that will specify: (1) AT&T's IPs; (2) to the extent known at that time, each Party's plans for deploying new Interconnection facilities (e.g., build or lease); (3) each Party's POI (4) the sequence and timeframes for the transition of existing Interconnection arrangements to the new Interconnection arrangement; and (5) any special ordering and implementation procedures to be used for such transition.</i></p> <p>4.1.4.2 <i>AT&T shall not charge Verizon any non-recurring or other one-time</i></p>	

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				<p><i>charges to transition Interconnection arrangements and trunks from the existing Verizon POI to the new Verizon POI.</i></p> <p><i>4.1.5 The Parties will mutually agree upon where one way Traffic Exchange Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or two way Traffic Exchange Trunks (trunks with traffic going in both directions) will be deployed. To the extent the Parties agree to deploy one way trunk groups, the Parties shall configure separate one-way or two-way (with traffic going in one direction) trunk groups for those trunk types described in Subsection 4.1.1 above and provision and maintain such one way trunk groups in accordance with Section 10 of this Agreement. The Parties agree that Access Toll Connecting Trunks shall be two way trunks. If the Parties agree to deploy two way trunks for Traffic Exchange Trunks the Parties shall amend this Agreement to provide mutually agreed upon terms and conditions governing such two</i></p>	

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				<p>way trunks.</p> <p>4.2 Interconnection Methods</p> <p><i>4.2.1 AT&T may specify any of the following methods for its originating traffic for Interconnection with Verizon:</i></p> <p><i>4.2.1.1 A Collocation node AT&T has established at a Verizon Wire Center pursuant to Section 13 of this Agreement; and/or</i></p> <p><i>4.2.1.2 A Collocation node that has been established separately at a Verizon Wire Center by a third party with whom AT&T has contracted for such purposes; and/or</i></p> <p><i>4.2.1.3 An Entrance Facility and transport leased from Verizon (and any necessary multiplexing) pursuant to the applicable Verizon access Tariff, from the AT&T POI to the Verizon-IP.</i></p> <p><i>4.2.2 Verizon may specify any of the following methods for its originating traffic for Interconnection with AT&T:</i></p>	

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				<p><i>4.2.2.1 Interconnection at a Collocation node that AT&T has established at a Verizon Wire Center pursuant to Section 13 of this Agreement; and/or</i></p> <p><i>4.2.2.2 Interconnection at a Collocation node that has been established separately at a Verizon Wire Center by a third party and such third party has established facilities between the Verizon Wire Center and the AT&T IP; and/or</i></p> <p><i>4.2.2.3 Via equipment Verizon places at the AT&T premises in accordance with rates, terms and conditions which the Parties shall negotiate at Verizon's request; and/or</i></p> <p><i>4.2.2.4 Upon mutual agreement of the Parties, via equipment placed by a third party at the AT&T-IP under separate terms and conditions between AT&T and such third party with whom Verizon has contracted for such purposes; and/or</i></p> <p><i>4.2.2.5 An Entrance</i></p>	

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				<p><i>Facility leased from AT&T (and any necessary multiplexing), to the AT&T-IP.</i></p> <p>4.2.3 <i>Each Party shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation node it establishes at the other Party's IP pursuant to Section 13.</i></p> <p>4.2.4 <i>Each Party may order from the other Party any of the Interconnection methods specified above in accordance with the rates and charges, order intervals and other terms and conditions, set forth in this Agreement, in any applicable Tariff(s), or as may be otherwise agreed to between the Parties.</i></p> <p>4.2.5 <i>The publication "Telcordia Technical Publication GR-342-CORE; High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combination" describes the specification and interfaces generally utilized by Verizon and is referenced herein to assist the Parties in meeting their respective Interconnection responsibilities.</i></p>	

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